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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

JOHN BOWER,

Plaintiff,

v.

WRIGHT MEDICAL TECHNOLOGY,
INC., a Delaware corporation; and
MICROPORT ORTHOPEDICS, INC.,
a Delaware corporation,

Defendants.

Case No. 2:17-cv-03178-CAS (KSx)

**STIPULATED PROTECTIVE
ORDER**

Magistrate Judge: Hon. Karen L.
Stevenson
Crtrm.: 580 – 5th Floor

Trial Date: May 7, 2019

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, design, development, manufacturing, commercial, financial, technical and/or proprietary information, as well as personal medical records and health information, for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, design, development, manufacturing or commercial information (including information implicating privacy rights of third parties), personal medical records, information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of such
3 material in preparation for and in the conduct of trial, to address their handling at the
4 end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information will
6 not be designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10
11 2. DEFINITIONS

12 2.1 Action: This pending federal lawsuit, *John Bower v. Wright Medical*
13 *Technology, Inc., et al.*, Case No. 2:17-cv-03178-CAS (KSx).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
17 it is generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained (including, among
28 other things, testimony, transcripts, and tangible things), that are produced or generated

1 in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
4 expert witness or as a consultant in this Action.

5 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
6 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
7 representing trade secret, business information or other information, disclosure of
8 which to another Party or Non-Party would create a substantial risk of serious harm that
9 could not be avoided by less restrictive means.

10 2.9 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 2.10 Non-Party: any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this action.

15 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
16 this Action but are retained to represent or advise a party to this Action and have
17 appeared in this Action on behalf of that party or are affiliated with a law firm which
18 has appeared on behalf of that party, and includes support staff.

19 2.12 Party: any party to this Action, including John Bower, Wright Medical
20 Technology, Inc., and MicroPort Orthopedics, Inc. all of their officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
28 their employees and subcontractors.

1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”

4 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 2.17 Prater Action: The federal lawsuit pending before this Court, *Catherine*
7 *Prater v. Wright Medical Technology, Inc., et al.* Case No. 2:17-cv-03196-CAS (KSx).
8 On January 3, 2018, the Court consolidated this Action and the *Prater* Action for
9 pretrial purposes only.

10
11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only Protected
13 Material (as defined above), but also (1) any information copied or extracted from
14 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
15 Material; and (3) any testimony, conversations, or presentations by Parties or their
16 Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the trial
18 judge. This Order does not govern the use of Protected Material at trial.

19 Any Protected Material subject to this Order is for use in this Action and the
20 *Prater* Action only, and may not be used in any other litigation or other proceeding.
21 No attorneys or any other persons, other than the attorneys of record for Plaintiff and
22 Defendants in this Action or the *Prater* Action or any other person authorized to receive
23 and/or use Protected Material pursuant to this Order, are entitled to receive and/or use
24 any Protected Material subject to this Order. Counsel for Plaintiff and Defendants in
25 this Action and/or the *Prater* Action, and any other person authorized to receive and/or
26 use Protected Material pursuant to this Order, are strictly prohibited from sharing any
27 Protected Material subject to this Order with any attorney(s) or other persons who are
28 not a part of this Action or the *Prater* Action.

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2 4. DURATION

3 Even after final disposition of this litigation, the confidentiality obligations
4 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
5 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
6 later of (1) dismissal of all claims and defenses in this Action, with or without
7 prejudice; and (2) final judgment herein after the completion and exhaustion of all
8 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
9 for filing any motions or applications for extension of time pursuant to applicable law.
10

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection
14 under this Order must take care to limit any such designation to specific material that
15 qualifies under the appropriate standards. The Designating Party must designate for
16 protection only those parts of material, documents, items, or oral or written
17 communications that qualify so that other portions of the material, documents, items, or
18 communications for which protection is not warranted are not swept unjustifiably
19 within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that
21 are shown to be clearly unjustified or that have been made for an improper purpose
22 (e.g., to unnecessarily encumber the case development process or to impose
23 unnecessary expenses and burdens on other parties) may expose the Designating Party
24 to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection that Designating Party must
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in this

1 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
2 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
3 must be clearly so designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic
6 documents, but excluding transcripts of depositions or other pretrial or trial
7 proceedings), that the Producing Party affix at a minimum, the legend
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), or the legend “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “ATTORNEYS’
10 EYES ONLY legend”), to each page that contains protected material. If only a portion
11 or portions of the material on a page qualifies for protection, the Producing Party also
12 must clearly identify the protected portion(s) (e.g., by making appropriate markings in
13 the margins).

14 A Party or Non-Party that makes original documents available for inspection
15 need not designate them for protection until after the inspecting Party has indicated
16 which documents it would like copied and produced. During the inspection and before
17 the designation, all of the material made available for inspection shall be deemed
18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
19 Party has identified the documents it wants copied and produced, the Producing Party
20 must determine which documents, or portions thereof, qualify for protection under this
21 Order. Then, before producing the specified documents, the Producing Party must affix
22 the “CONFIDENTIAL legend” or “ATTORNEYS’ EYES ONLY legend” to each page
23 that contains Protected Material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly identify the protected
25 portion(s) (e.g., by making appropriate markings in the margins).

26 (b) for testimony given in depositions, that the Designating Party
27 identify the Disclosure or Discovery Material on the record, before the close of the
28 deposition, all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 *et seq.*

6.3 Burden of Persuasion. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is

disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action and/or the *Prater* Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action and/or the *Prater* Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action and/or the *Prater* Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action and/or the *Prater* Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and/or the *Prater* Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) Court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and/or the *Prater* Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses, and attorneys for witnesses, in
3 the Action and/or the *Prater* Action to whom disclosure is reasonably necessary
4 provided: (1) the deposing party requests that the witness sign the form attached as
5 Exhibit A hereto; and (2) they will not be permitted to keep any confidential
6 information unless they sign the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.

8 Pages of transcribed deposition testimony or exhibits to depositions that reveal
9 Protected Material may be separately bound by the court reporter and may not be
10 disclosed to anyone except as permitted under this Stipulated Protective Order; and

11 (i) any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the parties engaged in settlement discussions.

13 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in
15 writing by the Designating Party, any information or item designated “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action
18 and/or the *Prater* Action, as well as employees of said Outside Counsel of Record to
19 whom it is reasonably necessary to disclose the information for this Action and/or the
20 *Prater* Action;

21 (b) the officers, directors, and employees (including House Counsel) of
22 the Receiving Party to whom disclosure is reasonably necessary for this Action and/or
23 the *Prater* Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and/or the *Prater* Action, who have
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the Court and its personnel;

28 (e) Court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and/or the *Prater* Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action and/or the *Prater* Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected. If the Designating
5 Party timely seeks a protective order, the Party served with the subpoena or court order
6 shall not produce any information designated in this action as “CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination
8 by the court from which the subpoena or order issued, unless the Party has obtained the
9 Designating Party’s permission. The Designating Party shall bear the burden and
10 expense of seeking protection in that court of its confidential material and nothing in
11 these provisions should be construed as authorizing or encouraging a Receiving Party
12 in this Action to disobey a lawful directive from another court.

13
14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
15 IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a Non-
17 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
19 Non-Parties in connection with this litigation is protected by the remedies and relief
20 provided by this Order. Nothing in these provisions should be construed as prohibiting
21 a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
25 information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-Party
27 that some or all of the information requested is subject to a confidentiality agreement
28 with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the

obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this

1 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
2 summaries, and any other format reproducing or capturing any of the Protected
3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
4 must submit a written certification to the Producing Party (and, if not the same person
5 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
6 category, where appropriate) all the Protected Material that was returned or destroyed
7 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
8 compilations, summaries or any other format reproducing or capturing any of the
9 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
10 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
11 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
12 work product, and consultant and expert work product, even if such materials contain
13 Protected Material. Any such archival copies that contain or constitute Protected
14 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).
15 14. Any violation of this Order may be punished by any and all appropriate measures
16 including, without limitation, contempt proceedings and/or monetary sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: April 6, 2018

Respectfully submitted,

4 KIESEL LAW LLP

5
6 By: /s/ Helen Zukin

7 Paul R. Kiesel

Helen Zukin

8 Jeffrey A. Koncius

9 Melanie Meneses Palmer

Cherisse Heidi A. Cleofe

10 Attorneys for Plaintiff

11 John Bower

12
13 DATED: April 6, 2018

DUANE MORRIS LLP

14
15 By: /s/ Ryan J. O'Neil

16 J. Robert Renner

Dana J. Ash

17 J. Scott Kramer

Sean K. Burke

18 Ryan J. O'Neil

Katherine L. Nichols

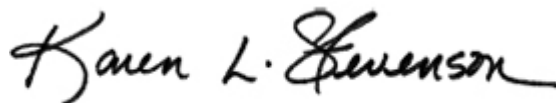
19 Attorneys for Defendants

20 Wright Medical Technology, Inc., and

21 MicroPort Orthopedics, Inc.

22
23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24 DATED: April 9, 2018

25
26 

27 Hon. Karen L. Stevenson

28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on
_____ [date] in the case of *John Bower v. Wright Medical Technology, Inc., et al.*, Case No. 2:17-cv-03178-CAS (KSx). I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in
the nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____